

# **REQUEST FOR PROPOSALS**

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PROPOSAL DUE DATE : **3:00 p.m. MDST March 31, 2023**

DESCRIPTION : The Navajo Nation Department of Information Technology (NNDIT) under the Division of General Services is requesting proposals for a Dedicated Internet Access service. NNDIT is located in Window Rock, AZ.

BID NUMBER : Re-Bid No 23-03-2969LE

CONTACT PERSON : Alex Largie, Network Manager  
Phone Number: (928) 871-6004  
Email:  
Fax Number: (928) 871-7737

DELIVER TO : Department of Information Technology  
P.O. Box 5970  
Tribal Hill Drive, Building No. W008-076  
Window Rock, AZ 86515  
Attn: Alex Largie

**Please Submit Four (4) sets of your Proposal .**

REQUEST FOR PROPOSAL  
Dedicated Internet Access service  
BID NO. 23-03-2969LE

**SECTION I**

- A. **ISSUING OFFICE:** This Request for Proposal (RFP) is issued by the Navajo Nation Department of Information Technology (NNDIT), Division of General Services, Navajo Nation, P.O. Box 5970, Window Rock, Arizona. The contact person for this RFP is Mr. Alex Largie, Network Manager, NNDIT.
- B. **PURPOSE:** This RFP provides prospective respondents with sufficient information to enable them to prepare and submit a proposal for consideration.
- C. **SCOPE:** This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.
- D. **PROCUREMENT OF RFP:** This procurement shall be conducted in accordance with all applicable Navajo Nation laws and regulations including the [Navajo Business Opportunity Act](#) All applicable rules, regulations, and laws shall also be followed. Prospective Vendors shall familiarize themselves with Navajo Nation Procurement Rules and Regulations ([BFD-192-03](#)) prior to submitting responses to this RFP, and may download a copy of the regulations from the Office of the Controller website at any time up to the Deadline for Proposals from the following link: [Purchasing Section \(nnooc.org\)](#)
- E. **SCHEDULE OF ACTIVITIES:** **DEADLINE:**
- |                     |                |
|---------------------|----------------|
| Advertisement Date: | March 27, 2023 |
| Proposal Due Date:  | March 31, 2023 |
- F. **INQUIRIES:** Prospective respondents shall make written questions concerning this RFP to obtain clarification of requirements through e-mail to Mr. Alex Largie, Network Manager, NNDIT at [alex1@navajo-nsn.gov](mailto:alex1@navajo-nsn.gov) No inquiries will be accepted after the inquiry deadline listed in section E.
- G. **ADDENDUM OF SUPPLEMENT TO THIS REQUEST FOR PROPOSALS:** In the event that it becomes necessary to revise any part of this RFP, an addendum will be issued.
- H. **PROPOSAL SUBMISSION:** Proposal must be received on or before 3:00 p.m., March 31, 2023 (MDST). Respondents who are mailing their proposals should allow sufficient time for mail delivery to ensure receipt by the time specified. If mailed, it is recommended that proposals be sent by certified mail to the address indicated on the cover sheet of the RFP. **Late proposal will not be accepted.**
- I. **FOUR SETS OF THE PROPOSAL ARE REQUIRED:** One (1) Original and three (3) copies of the proposal must be delivered in a sealed envelope. **Cost proposals must be in a separate envelope and will not be opened until the bidder has met the minimum requirements.** The outside of the envelope should be clearly marked with the project name- **“Dedicated Internet Access service Re-Bid No 23-03-2969LE”** and the name and address of the firm submitting the proposal. **Proposal not clearly marked will not be accepted.** (No exceptions will be made)
- J. **REJECTION OF PROPOSALS:** NNDIT reserves the right to reject any and all proposals. This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the NNDIT Department Director determines it is in the best interest of the Navajo Nation.
- K. **PROPRIETARY INFORMATION:** Any restriction on the use of data contained within any proposals must be clearly stated in the proposal itself. Proprietary information submitted in response to this RFP will be handled in accordance with applicable purchasing procedures. Each and every page of the proprietary material must be labeled or identified with the word “proprietary”.
- L. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP shall become the property of The Navajo Nation and will not be returned to the respondent. Responses received will be retained by NNDIT and may be reviewed by any person after final selection has been made, subject to paragraph I above. NNDIT has the right to use any or all system ideas presented in reply to this RFP,

subject to limitations in paragraph I above. Disqualification or non-selection of a respondent or proposal does not eliminate this right.

M. **INCURRING COSTS:** NNDIT is not liable for any cost by the respondents prior to issuance of a contract.

N. **ACCEPTANCE TIME:** NNDIT intends to make a vendor selection within four (4) working days after the closing date for receipt of proposals.

O. **SUFFICIENT APPROPRIATION:** A contract awarded as a result of this RFP is contingent upon the availability of funds. A contract may be terminated or reduced in scope if sufficient funds do not exist. Sending written a notice to the Vendor shall effect such termination or reduction in scope. The NNDIT Department Director's decision to terminate or reduce the scope due to insufficient appropriations shall be accepted as final by the Vendor.

P. **JOINT PROPOSALS:** Nothing in this RFP shall be construed to prohibit vendors from entering into a consortium for the purpose of offering a proposal in response to this RFP. Parties to a consortium will not be permitted independent, individual proposals in response to this RFP

Q. **EVALUATION PROCEDURES AND CRITERIA.**

1. An evaluation team will judge the proposals received in accordance with the general criteria used herein. Respondents should be prepared to provide any additional information the team feels necessary for the fair evaluation of proposals.

2. Failure of a respondent to provide any information requested in the RFP may result in disqualification of the proposal. All proposals must be endorsed with the signature of a responsible official having the authority to bind the respondent to the execution of a contract.

3. The sole objective of the review team will be to select the respondent who is most responsive to the needs of NNDIT. The specifications in this RFP represent the minimum performance necessary for a response. On the basis of the evaluation criteria established in this RFP, the review team will select and recommend the respondent who best meets this objective. If there is only one responsive bid, the NNDIT Department Director may elect to evaluate RFP solely.

4. Each bid must be accompanied by a letter of transmittal. The letter of transmittal must:

- Provide Statements of Qualifications.
- Identify the name of the person responding to the RFP.
- Identify the name, title, and telephone numbers of person authorized to negotiate on behalf of the organization.
- Identify the names, and telephone numbers of person to be contacted for clarification.
- Navajo Preference, Certificate of Eligibility issued by the Navajo Business Regulatory Department.
- Required insurance documents, i.e. Certificate of Liability Insurance
- Completed and signed W-9 Form
- Completed and Signed Navajo Nation Certification Regarding Debarment and Suspension
- Subcontractors List if any.
- Explicitly indicate acceptance of the conditions governing this procurement;
- Be signed by the person responding to the RFP; and
- Acknowledge receipt of any and all amendments to the RFP.

5. **Evaluation Criteria:** The following criteria will be used by an ad-hoc committee in the selection process for contract award. Vendors and proposals will be evaluated to determine the best opportunity for NNDIT.

**Initial Point Criteria:**

Evaluation Criteria	
Priority 1 or 2 vendor a. Priority One vendor (5 pts.) b. Priority Two vendor (3 pts.) c. Non-Priority vendor (0 pts.)	5
Letter of Transmittal a. Provide Statements of Qualifications. b. Identifying individual(s) as specified above. c. List of similar services provided to other business customers on Navajo Nation in proportion to requested Scope of work	25
Proposed Cost a. Provide detailed SOW b. Provide detailed cost: The cost proposal will be in a separate envelope. Yearly cost breakdown, for 5 years, options 5 and 7 Gbps c. Provide qualification credentials. d. Provide warranty, if applicable	70
	100

- R. **STANDARD CONTRACT:** The Navajo Nation reserves the right to incorporate standard contract provision into any contract negotiations as a result of a proposal submitted in response to the RFP.
- S. **TAX:** All appropriate taxes should be **included in the cost of services including the Navajo Sales Tax**. All work performed within the territorial jurisdiction of the Navajo Nation is subject to the **Navajo Sales Tax of 6%** (24 N.N.C. Section 601 et. seq.).
- T. **TERM:** The term of this contract will be for a period of **5 years** from the date of award.
- U. **SOVEREIGNTY:** The Navajo Nation will not relinquish any of its sovereignty rights.
- V. **COMPLIANCE WITH LAWS AND REGULATIONS:** The successful Vendor shall comply with all Federal, Tribal, State, and Local laws, regulations and Navajo Nation rules and policies pertaining to work under its charge, and shall, at its expense, procure any permits that may be required.
- W. **INDEMNIFICATION:** To the fullest extent permitted by law, or as otherwise defined in the Contract, the successful Vendor shall indemnify and hold harmless the Navajo Nation and its officials, employees and agents from and against all claims, liens or demands that result in losses, liabilities, defense costs and expenses (including but not limited to attorney's fees and costs of litigation) arising out of the term, conditions and performance under the contract. The Vendor further agrees to indemnify and hold harmless the Navajo Nation, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by the Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate the Vendor to defend at its own expense or to provide for such defense, at the Navajo Nation's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the Navajo Nation which may result from the operations and activities under any Contract resulting from this RFP.

The award of this Contract to the Vendor shall obligate the Vendor to comply with the foregoing indemnity provision.

## SECTION II

## **A. BACKGROUND**

Department of Information Technology is a Navajo Nation Governmental entity chartered to centralize the provision variety of Information Technology services and infrastructure. As a services organization, we regard all Navajo Nation Divisions and Departments as our customers and strive to reach excellence in providing highly available, reliable, and secure IT infrastructure and services.

## **B. SCOPE OF WORK**

NNDIT would like to have third-party Dedicated Internet Access delivered to the Navajo Nation NNDIT data center. The goal of the NNDIT is to have enough Internet bandwidth to support our Cloud computing, email, video conferencing, voice-over IP, GIS uploads, Navajo Nation public-facing servers, off-site CJIS application, VPN, and other stakeholders' network connectivity to the Internet. The demarcation will be inside NNDIT Data Center. Information Technology Data Center building. Tribal Hill Drive, Window Rock, AZ.

**The Dedicated Internet Access Services will include the following, but not be limited to:**

1. Dedicated Internet Access (DIA) from Service Provider.
  - The Service Provider will need to install and support DIA to NNDIT. The demarcation point will terminate in an Ethernet capable connection at 5 or 7 Gbps via fiber hand-off. DIA will be from the multiple carrier Point of Presence (POP) at 505 Marquette Ave, NW, Albuquerque NM 87102.
2. The ISP will need to agree to the following level of service:
  - Bandwidth must be dedicated to unlimited usage
  - Network Availability must meet a service level of 99% uptime
  - Guaranteed data transmission speeds not including any transmission overhead that may be introduced by the transmitting technology (i.e., overhead due to encapsulation, checksum, packet header data, etc.)
3. The ISP providing DIA connection must include the following Internet Protocol (IP) capabilities
  - Include transport, cross-connect, and class C public IP address.
  - IPv4 addresses must be publicly mutable via the Internet
  - Permit the unfiltered transmission of all IP traffic types including, but not limited to, UDP, TCP, and IPSEC protocols
4. The ISP providing DIA connection must adhere to the following IPv4 latency levels. Latency is to be measured from the demarcation point to the ISP central office equipment.
  - 32 milliseconds or less for IPv4 packet transmissions
  - Zero packet loss
5. The ISP is to provide full maintenance support 24 hours a day, 7 days a week for the duration of the contract, including but not limited to:
  - Any service maintenance notification in advance, and Internet outage upstream via phone and email.
  - Provide a technical support number and emergency number for the outage.
6. The ISP is expected to provide the network diagrams showing both the physical and logical layout of the proposed DIA connection. Monthly reporting on utilization.
7. DIA costs options for 5 and 7 Gbps services. This includes the following:
  - Non-Recurring Costs (NRC) for installation of any necessary equipment and/or communications lines.
  - Cost break down for a 5 and 7 Gbps DIA service
  - Monthly recurring cost for services
  - Annual recurring costs for services
  - Include NN tax
  - Provide pricing for 5-year terms.
8. Service Provider Qualifications:
  - Must be a licensed telecommunications carrier.

- Must be in the primary business of providing telecommunications and Internet Service.
- Must have filed a Federal Communications Commission (FCC) Form 499A declaring the company to be a telecommunications provider.
- Fifteen (15) or more years of related experience in ISP
- Must have highly qualified network engineers and technicians on staff, within a 100 mile radius, who can diagnose problems quickly and recommend solutions.
- Ability to meet required deadlines as requested

**C. Vendor select must have Navajo Nation Insurance coverage qualification below:**

- a. General Conditions: Until final acceptance by the Navajo Nation of the work covered, the Contractor shall procure and maintain at the contractor's expense, insurance of the kinds and in the amounts herein provided. The Insurance shall be provided insurance companies authorized and approve to do business with the Navajo Nation Department of Risk Management and shall cover all operations under the Contract, whether performed by the Contractor, the Contractor's agent or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment and employees, agents, and subcontractors therefrom.

The Contractor shall procure and maintain, during the life of this Contract, Workers Compensation, Commercial General Liability, Business Automobile Liability, and Professional Liability Insurance policies including Errors and Omission Insurance. The policies will be written with Navajo Nation as additional insured while acting within the scope of their duties against all claims arising out of, or in connection with, the work to be performed. All insurance documents must include a provision for 30 days written notification to Navajo Nation, Director if a policy has been materially changed or canceled. The Navajo Nation shall be an additional insured and will be written on an occurrence form, and shall provide limits as follows:

<u>Workers Compensation</u>	<u>Statutory</u>
EMPLOYERS LIABILITY	\$1,000,000.00
<b>Commercial General Liability</b>	
Bodily Injury/Property Damage:	\$1,000,000.00 Each Occurrence
	\$2,000,000.00 Aggregate
Products/Completed Operations:	\$1,000,000.00 Each Occurrence
	\$2,000,000.00 Aggregate
Pollution Legal Liability	\$1,000,000.00 Each Occurrence
<b>Business Automobile Liability</b>	
Combined Single Limit:	\$1,000,000.00 Each Occurrence
Business Automobile Liability Insurance shall include coverage for use of all owned, non- owned and hired automobiles and vehicles:	
<b>Independent Contractors:</b>	Included
<b>Contractual Liability:</b>	Included
<b>Professional Liability:</b>	\$1,000,000.00 Each Occurrence
<b>(NOTE: ADD IF APPLICABLE)</b>	\$1,000,000.00 Aggregate

The Contractor shall furnish one copy each of Certificates of Insurance herein required for each copy of the Agreement, which shall specifically set forth evidence of all coverage required. If such limits are higher than the minimum limits required by the Navajo Nation, such limits shall be certified and shall apply to the coverage afforded the Navajo Nation under the terms and conditions of the contract as though required and set forth in the contract. The Contractor shall furnish to the Navajo Nation copies of any endorsement that are subsequently issued amending coverage or limits.

**b. Approval of Insurance**

Even though a "Notice to Proceed" may have been given by the Navajo Nation, the Contractor or subcontractor(s) shall not begin work under this Contract, or solicitation until the required insurance has been obtained and the proper Certificate of Insurance (or insurance policies) has been filed with the Navajo Nation, adding the Navajo Nation as an additional insured as applicable. Neither

approval nor failure to approve certificates, policies, or insurance by the Nation shall relieve the Contractor or subcontractor(s) of full responsibility to maintain the required insurance in full force and effect.

**c. Increased Limits**

If during the life of this Contract or solicitation, the Legislature of the Navajo Nation increases the maximum limits of the liability under the Tort Claims Act, the Navajo Nation may require the successful Contractor to increase the maximum limits of any insurance required herein.

In the event that the successful Contractor is required to increase the limits of such insurance, an appropriate adjustment in the Contract amount will be made.